

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

\_\_\_\_\_  
Nos. 06-12615 and 06-13006  
\_\_\_\_\_

FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT DECEMBER 4, 2007 THOMAS K. KAHN CLERK
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D. C. Docket No. 05-22551-CV-KMM

KATHRYN BARRY,  
THOMAS W. LESLIE,

Plaintiffs-Appellants,

versus

CARNIVAL CORPORATION,  
a Panamanian corporation,  
a.k.a. Carnival,  
d.b.a. Carnival Cruise Lines, Inc.,

Defendant-Appellee.

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Appeals from the United States District Court  
for the Southern District of Florida  
\_\_\_\_\_

**(December 4, 2007)**

Before DUBINA and KRAVITCH, Circuit Judges, and COOGLER,\* District  
Judge.

\_\_\_\_\_  
\*Honorable L. Scott Coogler, United States District Judge for the Northern District of Alabama,  
sitting by designation.

PER CURIAM:

This appeal is from a district court's grant of a motion to dismiss based on standing, in an action brought for declaratory relief pursuant to 28 U.S.C. § 2201 and for injunctive relief pursuant to Fed. R. Civ. P. 57. The plaintiffs, Kathryn Barry and Thomas Leslie, sought a declaration from the district court that defendant Carnival Corporation's ("Carnival") forum selection clause, which is on all of Carnival's ticket contracts is invalid.

After reviewing the record, reading the parties' briefs and having the benefit of oral argument, we affirm the district court's judgment of dismissal based on issue preclusion. See *Christo v. Padgett*, 223 F.3d 1324, 1339-40 (11th Cir. 2000).

**AFFIRMED.**